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March 2, 2010

BY ECF

Honorable Sterling Johnson, Jr.
United States District Judge
United States District Court
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

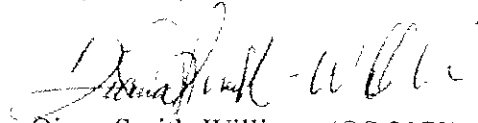
Re: Jackson, et al. v. City of New York, et al.,
09 CV 2715 (SJ)(SMG)

Your Honor:

I am an Assistant Corporation Counsel in the office of Michael A. Cardozo, Corporation Counsel of the City of New York, attorney for the defendants in the above-referenced matter. Enclosed please find a duly executed Stipulation and Order of Settlement and Dismissal for Your Honor's endorsement and filing.

Thank you for your consideration herein.

Respectfully submitted,


Qiana Smith-Williams (QS 2172)
Assistant Corporation Counsel

cc: Michael R. Scolnick, Esq. (By ECF)

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
MARVETTE JACKSON, et al.,

Plaintiffs,

-against-

THE CITY OF NEW YORK, et al.,

Defendants.

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISMISSAL**

09 CV 2715 (SJ)(SMG)
-----X

WHEREAS, plaintiffs commenced this action on or about June 22, 2009, by filing a complaint alleging, *inter alia*, violations of their state law rights and civil rights pursuant to 42 USC § 1983; and

WHEREAS, at the time this action was commenced plaintiff Daniel Torres was a minor but has since reached the age of majority; and

WHEREAS, on or about December 29, 2009, Aliek Robinson was added as a plaintiff in this action;

WHEREAS, on or about December 29, 2009, Reynaldo Vasquez was added as a plaintiff in this action;

WHEREAS, defendants have denied any and all liability arising out of plaintiffs' allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without defendants admitting any fault or liability; and

WHEREAS, plaintiffs have authorized their counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraphs “2” through “15” below.

2. Defendant City of New York hereby agrees to pay to **MARVETTE JACKSON** the sum of **NINE THOUSAND DOLLARS (\$9,000.00)**, to be paid in full satisfaction of all claims, whether arising under federal or state law, including claims for costs, expenses and attorney’s fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all the claims against defendants City of New York, Raymond Kelly, Scott Henderson, John Bambury, Louis Morselli, Edward Paszel, Dilson Abreu, Michael McCready, Jared Santangelo, Edwin LaPorte, and Joseph Riso, and to release all defendants and all present and former employees or agents of the City of New York and the New York City Police Department from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney’s fees.

3. Defendant City of New York hereby agrees to pay to **LEANA MEJIA** the sum of **NINE THOUSAND DOLLARS (\$9,000.00)**, to be paid in full satisfaction of all claims, whether arising under federal or state law, including claims for costs, expenses and attorney’s fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all the claims against defendants City of New York, Raymond Kelly, Scott Henderson, John Bambury, Louis Morselli, Edward Paszel, Dilson Abreu, Michael McCready, Jared Santangelo, Edwin LaPorte, and Joseph Riso, and to release all defendants and all present and former employees or

agents of the City of New York and the New York City Police Department from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney's fees.

4. Defendant City of New York hereby agrees to pay to **ANGELINA CASTILLO** the sum of **NINE THOUSAND DOLLARS (\$9,000.00)**, to be paid in full satisfaction of all claims, whether arising under federal or state law, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all the claims against defendants City of New York, Raymond Kelly, Scott Henderson, John Bambury, Louis Morselli, Edward Paszel, Dilson Abreu, Michael McCready, Jared Santangelo, Edwin LaPorte, and Joseph Riso, and to release all defendants and all present and former employees or agents of the City of New York and the New York City Police Department from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney's fees.

5. Defendant City of New York hereby agrees to pay to **NAQUAISHA SEABERRY** the sum of **NINE THOUSAND DOLLARS (\$9,000.00)**, to be paid in full satisfaction of all claims, whether arising under federal or state law, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all the claims against defendants City of New York, Raymond Kelly, Scott Henderson, John Bambury, Louis Morselli, Edward Paszel, Dilson Abreu, Michael McCready, Jared Santangelo, Edwin LaPorte, and Joseph Riso, and to release all defendants and all present and former employees or agents of the City of New York and the New York City Police

Department from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney's fees.

6. Defendant City of New York hereby agrees to pay to **TINA JACKSON** the sum of **NINE THOUSAND DOLLARS (\$9,000.00)**, to be paid in full satisfaction of all claims, whether arising under federal or state law, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all the claims against defendants City of New York, Raymond Kelly, Scott Henderson, John Bambury, Louis Morselli, Edward Paszel, Dilson Abreu, Michael McCready, Jared Santangelo, Edwin LaPorte, and Joseph Riso, and to release all defendants and all present and former employees or agents of the City of New York and the New York City Police Department from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney's fees.

7. Defendant City of New York hereby agrees to pay to **SAVIYA WILKERSON** the sum of **NINE THOUSAND DOLLARS (\$9,000.00)**, to be paid in full satisfaction of all claims, whether arising under federal or state law, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all the claims against defendants City of New York, Raymond Kelly, Scott Henderson, John Bambury, Louis Morselli, Edward Paszel, Dilson Abreu, Michael McCready, Jared Santangelo, Edwin LaPorte, and Joseph Riso, and to release all defendants and all present and former employees or agents of the City of New York and the New York City Police Department from any and all liability, claims, or rights of action that have or could have been

alleged by plaintiff in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney's fees.

8. Defendant City of New York hereby agrees to pay to **ASHER CALLENDER** the sum of **SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00)**, to be paid in full satisfaction of all claims, whether arising under federal or state law, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all the claims against defendants City of New York, Raymond Kelly, Scott Henderson, John Bambury, Louis Morselli, Edward Paszel, Dilson Abreu, Michael McCready, Jared Santangelo, Edwin LaPorte, and Joseph Riso, and to release all defendants and all present and former employees or agents of the City of New York and the New York City Police Department from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney's fees.

9. Defendant City of New York hereby agrees to pay to **EZRA RENEAU** the sum of **TWENTY THOUSAND DOLLARS (\$20,000.00)**, to be paid in full satisfaction of all claims, whether arising under federal or state law, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all the claims against defendants City of New York, Raymond Kelly, Scott Henderson, John Bambury, Louis Morselli, Edward Paszel, Dilson Abreu, Michael McCready, Jared Santangelo, Edwin LaPorte, and Joseph Riso, and to release all defendants and all present and former employees or agents of the City of New York and the New York City Police Department from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff

in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney's fees.

10. Defendant City of New York hereby agrees to pay to **MERCHANT TRAPP** the sum of **TWENTY THOUSAND DOLLARS (\$20,000.00)**, to be paid in full satisfaction of all claims, whether arising under federal or state law, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all the claims against defendants City of New York, Raymond Kelly, Scott Henderson, John Bambury, Louis Morselli, Edward Paszel, Dilson Abreu, Michael McCready, Jared Santangelo, Edwin LaPorte, and Joseph Riso, and to release all defendants and all present and former employees or agents of the City of New York and the New York City Police Department from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney's fees.

11. Defendant City of New York hereby agrees to pay to **ZEZZA ANDERSON** the sum of **TWENTY THOUSAND DOLLARS (\$20,000.00)**, to be paid in full satisfaction of all claims, whether arising under federal or state law, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all the claims against defendants City of New York, Raymond Kelly, Scott Henderson, John Bambury, Louis Morselli, Edward Paszel, Dilson Abreu, Michael McCready, Jared Santangelo, Edwin LaPorte, and Joseph Riso, and to release all defendants and all present and former employees or agents of the City of New York and the New York City Police Department from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff

in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney's fees.

12. Defendant City of New York hereby agrees to pay to **JOSEPH GRIFFIN** the sum of **TWENTY THOUSAND DOLLARS (\$20,000.00)**, to be paid in full satisfaction of all claims, whether arising under federal or state law, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all the claims against defendants City of New York, Raymond Kelly, Scott Henderson, John Bambury, Louis Morselli, Edward Paszel, Dilson Abreu, Michael McCready, Jared Santangelo, Edwin LaPorte, and Joseph Riso, and to release all defendants and all present and former employees or agents of the City of New York and the New York City Police Department from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney's fees.

13. Defendant City of New York hereby agrees to pay to **ALIEK ROBINSON** the sum of **TWENTY THOUSAND DOLLARS (\$20,000.00)**, to be paid in full satisfaction of all claims, whether arising under federal or state law, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all the claims against defendants City of New York, Raymond Kelly, Scott Henderson, John Bambury, Louis Morselli, Edward Paszel, Dilson Abreu, Michael McCready, Jared Santangelo, Edwin LaPorte, and Joseph Riso, and to release all defendants and all present and former employees or agents of the City of New York and the New York City Police Department from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff

in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney's fees.

14. Defendant City of New York hereby agrees to pay to **REYNALDO VASQUEZ** the sum of **TWENTY THOUSAND DOLLARS (\$20,000.00)**, to be paid in full satisfaction of all claims, whether arising under federal or state law, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all the claims against defendants City of New York, Raymond Kelly, Scott Henderson, John Bambury, Louis Morselli, Edward Paszel, Dilson Abreu, Michael McCready, Jared Santangelo, Edwin LaPorte, and Joseph Riso, and to release all defendants and all present and former employees or agents of the City of New York and the New York City Police Department from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney's fees.

15. Defendant City of New York hereby agrees to pay to **DANIEL TORRES** the sum of **NINE THOUSAND DOLLARS (\$9,000.00)**, to be paid in full satisfaction of all claims, whether arising under federal or state law, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all the claims against defendants City of New York, Raymond Kelly, Scott Henderson, John Bambury, Louis Morselli, Edward Paszel, Dilson Abreu, Michael McCready, Jared Santangelo, Edwin LaPorte, and Joseph Riso, and to release all defendants and all present and former employees or agents of the City of New York and the New York City Police Department from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff

in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney's fees.

16. Plaintiffs shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation a General Release based on the terms of paragraphs "2" through "15" above and an Affidavit of Status of Liens.

17. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation and settlement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

18. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

19. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein

Dated: New York, New York
January 27, 2010

MICHAEL SCOLNICK, P.C.
Attorney for Plaintiffs
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Blauvelt, New York 10913
(845) 354-9339

By: 

Michael R. Scolnick, Esq. (MS9984)

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Attorney for Defendant City of New York
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New York, New York 10007
(212) 788-1580

By: 

Qiana Smith-Williams (QS 2172)
Assistant Corporation Counsel

SO ORDERED

HONORABLE STERLING JOHNSON, JR.
U.S.D.J.